

# Terms and Conditions of Offer

The information below sets out the terms and conditions of your offer of a place to study at The London Institute of Banking & Finance Limited (Walbrook). The London Institute of Banking and Finance and Walbrook are trading names of Walbrook Limited, part of the IU Group of companies. By accepting your offer, you are agreeing to these terms and conditions that form part of the agreement between you and Walbrook Limited (herein Walbrook).

Walbrook offers programmes using different modes of study with additional terms and conditions specific to each mode of study annexed to this document. In addition, the final annex contains a list of definitions for some of the words / terms used throughout this document which you may find useful to refer to.

If you have any queries relating to these 'Terms and Conditions of Offer' and/or your offer of a place to study with Walbrook, please contact the appropriate team by email:

Undergraduate on campus programme:	<a href="mailto:study@walbrook.ac.uk">study@walbrook.ac.uk</a>
Postgraduate MENA programmes:	<a href="mailto:libfmena@libf.ac.uk">libfmena@libf.ac.uk</a>
MSc Banking & Finance online programme:	<a href="mailto:pgonline@libf.ac.uk">pgonline@libf.ac.uk</a>
All other online and blended programmes:	<a href="mailto:onlinedegree@walbrook.ac.uk">onlinedegree@walbrook.ac.uk</a>

## 1. Your offer

- 1.1 The offer you have received is only guaranteed if you meet the exact terms of the offer, this includes grades, programme entry, and English language requirements unless advised otherwise by Walbrook in official correspondence.
- 1.2 A request to change to a different programme of study during the application stage or on registration at Walbrook is not guaranteed and is subject to you meeting the entry requirements for the specific programme and availability.
- 1.3 The offer we make is valid for acceptance by you until the start date of your programme, unless we agree otherwise.

## 2. Right to study

- 2.1 If you are studying within the UK or on-campus, it is your responsibility to ensure that you have the correct 'right to study' / UK visa in place before you commence your study with Walbrook and that it is valid for the entire duration of your study programme.

## 3. Accuracy of information provided by an applicant

- 3.1 In accepting the offer of a place to study at Walbrook, you are confirming that the information you have provided, or information that has been provided on your behalf, is accurate to the best of your knowledge.
- 3.2 Walbrook reserves the right to withdraw an offer of a place to study or terminate your registration if false or misleading information has been provided. Walbrook would also have the right to withdraw your visa sponsorship.

## 4. Behaviour of applicant

- 4.1 Walbrook is committed to promoting a supportive environment for all staff, students and visitors and expects reasonable standards of behaviour, honesty, and integrity.

Should you display behaviour(s) that are not in accordance with our Equality & Diversity Policy, Information Technology Acceptable Use Policy, Harassment and Sexual Misconduct Policy, Student Disciplinary Policy or any conduct policies referred to on our Safeguarding and Respect at Walbrook webpage, we reserve the right to withdraw an offer of a place to study or terminate your registration.

## **5. Payment of fees**

- 5.1 Payment of fees may vary depending on the programme that you are registered for, please see the annexes below for information that is specific to your programme.
- 5.2 You have an obligation to make appropriate arrangements for the payment of fees before you commence your programme of study.
- 5.3 Non-payment of outstanding programme fees may have serious consequences including affecting continued progression with your studies. Walbrook reserves the right to withhold the issuance of any certificates and or transcripts if there are any outstanding programme fees.
- 5.4 We reserve the right to increase the programme fees annually, capped at the RPIX (Retail Price Index excluding mortgage interest) in the UK.
- 5.5 Maximum fee limits for UK undergraduate students are set by the UK Government. Future increases will therefore be governed by any changes on those limits.

## **6. Technology and Equipment**

- 6.1 You are responsible for ensuring that you have the appropriate technology and equipment to access your learning and assessments. Providing the necessary technical equipment is not included in the course fees.
- 6.2 Core content will be delivered within a digital password protected environment. Your online entry details will be provided to you at the beginning of your study programme and you must ensure that these are kept secure and not shared with anyone else.

## **7. Intellectual Property Rights**

- 7.1 All study content and media are protected by copyright. Any use for purposes other than contractually permitted is prohibited and requires the prior written consent of the copyright owner. This applies in particular to making these available via the internet, duplication and disclosure to third parties. Saving and printing the study content and media for personal purposes is permitted.
- 7.2 You shall own any intellectual property you generate and provide to us during your programme.

## **8. Walbrook's regulations, policies, and Student Charter**

- 8.1 By accepting the offer of a place to study at Walbrook you are agreeing to comply with Walbrook's General & Academic Regulations, Policies, and the Student Charter. You should familiarise yourself with the requirements contained within these:

[General & Academic Regulations](#)

[Student & General Policies](#)

[Student Charter](#)

## **9. Changes to Walbrook's General & Academic Regulations**

- 9.1 You will remain on the General & Academic Regulations that were in place at the time of your registration for your study programme. Walbrook reserves the right to make reasonable changes to these regulations where we believe the changes will ensure the regulations remain fit for purpose and reflect any external sector guidance, including

legal or regulatory changes to government policy. Any changes to these regulations will normally take effect from the start of the next academic year.

- 9.2 Our website clearly identifies the different General & Academic Regulations according to the year of registration.

## **10. Variation**

- 10.1 Walbrook will make all reasonable efforts to deliver the programmes and extracurricular events as described in published materials and subject to these terms and conditions.
- 10.2 We reserve the right to make reasonable changes to a programme to ensure the content and syllabus is developed to remain current and relevant or to enhance the student learning experience, this may include withdrawal of an option module if there is insufficient registration to support an optimal learning environment for students. Any such changes will be kept to a minimum and will be communicated to students as soon as possible.
- 10.3 We reserve the right to vary arrangements in exceptional circumstances which are outside Walbrook's reasonable control. Examples of such circumstances could include but are not limited to; restrictions imposed by government and/or local authorities, industrial action, natural disasters, pandemic/epidemic, political unrest, acts of terrorism.
- 10.4 If we need to make material changes to your programme after you have commenced study then we will make reasonable endeavours to consult with you and will notify you of the changes as soon as possible. Walbrook will take reasonable steps to minimise any adverse effect of the changes.
- 10.5 If we make material changes to your programme for reasons other than circumstances which are outside Walbrook's reasonable control and you do not want to continue on your programme then Walbrook will try to transfer you to a suitable alternative programme of study. If you are dissatisfied with the alternative programme of study proposed and consider that the material changes to your programme have prejudicially affected you, you will be entitled to withdraw from your programme without any further liability for programme fees.
- 10.6 Please also refer to our [Student Protection Plan](#) for further information on the risks that could impact students' ability to successfully complete their studies and the plans we have in place to eliminate, mitigate or manage these risks.

## **11. Data Protection**

- 11.1 We will process your personal data in accordance with UK legislation including the Data Protection Act 2018 and UK GDPR. as well as other laws depending on the country in which you are based. Where there is any conflict between different laws, Walbrook will comply with the law requiring the higher standard.
- 11.2 The information you have provided to Walbrook or our approved agent on application will be used by Walbrook and the IU Group companies for administrative purposes. It will also be used for research and compilation of statistics to provide statutory returns. From a legal perspective, we may have to provide information to outside organisations such as the Police, Home Office and Local Authorities including the Department of Work and Pensions and its Agencies. If you are employed or being sponsored by a third party, we may provide information relating to your attendance and performance to your employer or sponsor.
- 11.3 Walbrook may share your personal data with a placement or internship provider to facilitate this.

- 11.4 We may share your personal data with third parties necessary for us to fulfil our contract with you. This may include other institutions if you are studying for a dual award, partners we work with for the delivery of examinations, our approved agents and those who work closely with us to deliver practical workshops that form part of your modules. We will ensure appropriate arrangements are in place to protect your personal data and individual rights.
- 11.5 If you have a disability and have been assessed to receive reasonable adjustments, Walbrook will make all reasonable efforts to implement those adjustments. Information about your disability will only be shared confidentially with staff that have a need to know in order to facilitate the adjustments and provide the relevant support.
- 11.6 Further details on how we use your information can be found within our [Data Protection Policies](#).

## **12. Liability**

- 12.1 Nothing in these Terms and Conditions will limit or exclude Walbrook's liability to you for fraud or wilful default, or for death or personal injury caused by Walbrook's negligence or fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.
- 12.2 Walbrook (including its staff and/or representatives) shall have no liability to you for any loss, damage, costs or expenses arising under or in connection with these Terms and Conditions except where such loss or damage is directly caused by Walbrook (or its staff or representatives).
- 12.3 Walbrook will not be liable for any losses that were not reasonably foreseeable to both parties when the Contract was formed. These are often referred to as indirect or consequential losses. Walbrook does not accept liability for loss of opportunity or loss of profit.
- 12.4 Walbrook does not accept responsibility for any loss or damage to your personal property. You are advised to arrange appropriate insurance against risk of loss or damage.
- 12.5 Where Walbrook's model of delivery is online, we will use reasonable endeavours to make any online course, module or content ('Online Material') available; while we are unable to guarantee consistent and uninterrupted error-free availability, we will ensure that defects are corrected in a timely manner once identified.
- 12.6 Walbrook reserves the right to suspend access to its Virtual Learning Environment ('VLE') and Online Material for the purpose of scheduled or emergency maintenance, repairs or upgrades to improve the performance or functionality of the VLE. Walbrook will use reasonable endeavours to give you reasonable notice in the event of any suspension or withdrawal of the VLE of which Walbrook is aware. You accept and acknowledge that provided that Walbrook has complied with the provisions of this clause, Walbrook will not be held responsible for any technical problems you encounter and accepts no liability to the extent there are errors, defects, interruptions and periods of suspension relating to the VLE.
- 12.7 Walbrook takes no responsibility with regards to restrictions on access to VLE or other online materials and/or resources by overseas governments, jurisdictions or territorial limitations. Where such limitations exist, Walbrook will take reasonable steps to facilitate access to resources within the legislative boundaries of the jurisdiction concerned.
- 12.8 Subject at all times to clause 12.1, our liability to you under the Contract will under no circumstances be greater than the total programme fees due payable by you to Walbrook in respect of your programme.

### 13. Cancellation Rights

- 13.1 You may cancel for any reason within the later of either;
- 13.1.1 One calendar month from the date you enter into a contract with us, or;
  - 13.1.2 One calendar month from the date your programme commences.
- 13.2 The date that you enter into a contract with us will depend on your mode of study. Please refer to 'Contract Start Date' within the appropriate annex of these Terms and Conditions to determine the date from which your contract starts.
- 13.3 If you are a UK Student and cancel the contract within one calendar month you will not incur any further fees and any fees paid to date will be refunded.
- 13.4 If you are an International Student (non-UK resident) and cancel the contract within one calendar month you will not incur any further fees and any fees paid to date will be refunded less any Non-Refundable Application Fee.
- 13.5 Refunds will be processed within fourteen days from the day we receive notice of your cancellation of this agreement. We will use the same means of payment for this refund as you used for the original transaction, unless otherwise expressly agreed with you; in no event will you be charged any fees for this refund.
- 13.6 If you cancel after the one month cancellation period you will be liable for fees incurred and should refer to our [Higher Education Student Withdrawal Policy](#).
- 13.7 **If you have applied to study via UCAS**, you should submit your cancellation within UCAS Track. Please refer to the guidance information on [UCAS](#). If you are holding an unconditional firm place with Walbrook and you would like to withdraw or be released into Clearing you must contact Walbrook, email: [admissions@libf.ac.uk](mailto:admissions@libf.ac.uk) stating your reason. Or you can call us on +44 020 7337 6293 or +44 020 7337 6294.
- 13.8 **If you have applied direct to Walbrook**, please send a clear statement confirming your cancellation to the relevant email address below. You may prefer to use our [Cancellation Form](#) although this is not mandatory:
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| Undergraduate on campus programme:       | <a href="mailto:study@walbrook.ac.uk">study@walbrook.ac.uk</a> |
| Postgraduate MENA programmes:            | <a href="mailto:libfmena@libf.ac.uk">libfmena@libf.ac.uk</a>   |
| MSc Banking & Finance online programme:  | <a href="mailto:pgonline@libf.ac.uk">pgonline@libf.ac.uk</a>   |
| All other online and blended programmes: | <a href="mailto:service@libf.ac.uk">service@libf.ac.uk</a>     |
- 13.9 We may cancel the contract at any time if:
- 13.9.1 You provide false or misleading information in line with clause 3 above.
  - 13.9.2 Your conduct breaches our requirements as set out in clause 4 above.
  - 13.9.3 You do not pay any outstanding tuition fees in line with clause 5 above.

### 14. Governing law and jurisdiction

- 14.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be exclusively governed by and construed in accordance with the laws of England and subject to the non-exclusive jurisdiction of the courts of England and Wales.

### 15. Communication

- 15.1 Walbrook will email you on occasion with updates and important information about your study programme. You are expected to use the email account associated with your study programme for all correspondence with Walbrook and you are responsible to check the email account at least once a week as an absolute minimum.

## **Annex A: On-Campus degree programmes**

On-Campus degree programmes usually relate to the programmes where nearly all the teaching is conducted live and in-person at one of the below places of study.

### **Place of study**

The London Institute of Banking & Finance:

- 25 Lovat Lane, London, EC3R 8EB, and
- 8th floor Peninsular House, 36 Monument Street, London, EC3R 8LJ.

### **Tuition fees**

For information on fees and funding, please visit the relevant programme page on our website and the [Fees, funding, scholarships and bursaries | Undergraduate | Walbrook](#).

If you are eligible for Student Loan Funding, it is your responsibility to secure your student loan directly with the Student Loan Company.

### **Your offer**

The offer you have received is only guaranteed if you meet the exact terms of the offer, this includes compensating grades, programme entry, and English language requirements unless advised otherwise by Walbrook in official correspondence.

If you have accepted your place as either FIRM or INSURANCE choice and you have met your offer conditions after results have been released, Walbrook will confirm your place. If you have accepted your place as either FIRM or INSURANCE choice and you have not met your offer conditions after results have been released, Walbrook have the right to offer you a place on an alternative programme. If you do not wish to accept the alternative offer you can choose not to do so and proceed to your insurance choice or into UCAS Clearing as appropriate.

A request to change to a different programme of study during the application stage or on registration at Walbrook is not guaranteed and is subject to you meeting the entry requirements for the specific programme and availability.

### **Contract Start Date**

Your contract will commence with us from the date that we receive your acceptance of the Offer we have made you.

### **Complaints**

Please contact your programme support team in the first instance. If Walbrook is unable to resolve a complaint informally, students can escalate their complaint formally, in writing, to our Complaints Officer, email: [complaints@libf.ac.uk](mailto:complaints@libf.ac.uk). Information on Complaints and Appeals is part of our Code of Practice, Chapter 10 which can be found [here](#). If you have exhausted Walbrook's internal complaints procedures, you may have recourse to the Office of the Independent Adjudicator (OIA), details of which can be found on [OIA's website](#).

## **ANNEX B: Online Degree Programmes**

This section covers programmes that are delivered through distance learning and virtually. There may be elements of synchronous learning or support.

### **1. MSc Banking & Finance (with specialisms) Programmes only**

This section is specific for students who are registered on one of the Walbrook MSc Banking & Finance or MSc Banking & Finance with specialism online programmes.

#### **Tuition fees**

You will be invoiced by Walbrook directly or by one of our approved agents or affiliates for the full amount prior to commencement of your programme of study unless you have chosen to pay your tuition fees by an agreed payment plan. If a payment plan has been chosen, the required tuition fees must be paid according to the payment plan terms and dates.

#### **Contract Start Date**

Your contract will commence with us from the date that we write to you and confirm our acceptance of your application.

#### **Complaints**

Please contact [pgonline@libf.ac.uk](mailto:pgonline@libf.ac.uk) in the first instance. If Walbrook is unable to resolve a complaint informally, students can escalate their complaint formally, in writing, to our Complaints Officer, email: [complaints@libf.ac.uk](mailto:complaints@libf.ac.uk). Information on Complaints and Appeals is part of our Code of Practice, Chapter 10 which can be found [here](#). If you have exhausted Walbrook's internal complaints procedures, you may have recourse to the Office of the Independent Adjudicator (OIA), details of which can be found on [OIA's website](#).

### **2. All other online programmes**

#### **Tuition fees**

For information on fees and funding, please visit the relevant programme page on our website and the [Fees, funding, scholarships and bursaries | Undergraduate | Walbrook](#).

If you are eligible for Student Loan Funding, it is your responsibility to secure your student loan directly with the Student Loan Company.

#### **Payment method and payment period**

Tuition fees are payable monthly and are due in arrears at the end of each month. Your first payment of tuition fees will be due one calendar month after study commences. Students are obliged to transfer the tuition fees to Walbrook retrospectively at the end of each month. Students may pay the annual programme fee or the full programme fee in advance and be eligible to receive a discount as specified within the programme listing on our website. Changes in the amount of tuition fees may result in the case of discount campaigns in effect at the time of registration.

#### **Contract Start Date**

Your contract will commence with us from the date of our Welcome Letter confirming your admission to the programme.

#### **Complaints**

Please contact [studentcomplaints@walbrook.ac.uk](mailto:studentcomplaints@walbrook.ac.uk) in the first instance. If Walbrook is unable to resolve a complaint informally, students can escalate their complaint formally, in writing, to our

Complaints Officer, email: [complaints@libf.ac.uk](mailto:complaints@libf.ac.uk). Information on Complaints and Appeals is part of our Code of Practice, Chapter 10 which can be found [here](#). If you have exhausted Walbrook's internal complaints procedures, you may have recourse to the Office of the Independent Adjudicator (OIA), details of which can be found on [OIA's website](#).

## **Annex C: Blended Learning degree programmes**

Blended Learning degree programmes usually relate to programmes where some of the teaching is conducted live and in-person at one of the below places of study and other parts are delivered online.

### **Place of study**

The London Institute of Banking & Finance:

- 25 Lovat Lane, London, EC3R 8EB, and
- 8th floor Peninsular House, 36 Monument Street, London, EC3R 8LJ.

### **Tuition fees**

For information on fees and funding, please visit the relevant programme page on our website and the [Fees, funding, scholarships and bursaries | Undergraduate | Walbrook](#).

If you are eligible for Student Loan Funding, it is your responsibility to secure your student loan directly with the Student Loan Company.

### **Additional holding fee and application fee**

For international students (non-UK residents) there is a £1,500 holding deposit and **non-refundable** £500 application fee required for full-time blended learning courses in London.

- Both the £1,500 holding deposit and £500 application fee must be paid in advance and your application will not be considered until we have received payment.
- The £1,500 deposit will be deducted from your tuition fees for your first year of study.
- The payment must be made cashless to the Walbrook account.
- In the event your application is rejected by us, or you cancel your contract with us in line with clause 13.1 to 13.5 of these Terms and Conditions, a full refund will be made of any holding deposit received from you. In all other circumstances neither a full or partial refund will be made.

### **Payment method and payment period**

Tuition fees are payable monthly and are due in arrears at the end of each month. Your first payment of tuition fees will be due one calendar month after study commences. Students are obliged to transfer the tuition fees to Walbrook retrospectively at the end of each month. Students may pay the annual programme fee or the full programme fee in advance and be eligible to receive a discount as specified within the programme listing on our website. Changes in the amount of tuition fees may result in case of discount campaigns in effect at the time of registration.

### **Contract Start Date**

Your contract will commence with us from the date of our Welcome Letter confirming your admission to the programme.

### **Complaints**

Please contact your programme support team in the first instance. If Walbrook is unable to resolve a complaint informally, students can escalate their complaint formally, in writing, to our Complaints Officer, email: [complaints@libf.ac.uk](mailto:complaints@libf.ac.uk). Information on Complaints and Appeals forms part of our Code of Practice, Chapter 10 which can be found [here](#). If you have exhausted Walbrook's internal complaints procedures, you may have recourse to the Office of the Independent Adjudicator (OIA), details of which can be found on [OIA's website](#).

## **Annex D: Definition of words / terms used in this document**

**Adjustment** - This is a service offered by UCAS for undergraduate students which allows students who have met and exceeded the conditions of their conditional firm offer. Students may be able to use Adjustment to find an alternative programme in Clearing without having to reject their firm choice.

**Approved agent** – A person or organisation who has been approved by Walbrook to provide recruitment or support services on behalf of Walbrook.

**Clearing** – This is a service offered by UCAS for undergraduate students that helps students who didn't achieve their exam results to get into their firm or insurance choice universities. A list of available programmes offered by universities will be made available in Clearing. Clearing is also available to students who are not holding any offers.

**Compensation grades** – for undergraduate students if an offer has been made e.g. Maths A, Economic B, History B, but the applicant achieves Maths B, Economics B, History A the applicant cannot compensate the Maths grade with the History grade.

**Fee liability** – An amount of money that is required to be paid within a given timeframe.

**FIRM choice** – An applicant's first university choice within UCAS for undergraduate students.

**INSURANCE choice** – An applicant's second university choice within UCAS should they not meet the required grades for their first choice for undergraduate students.

**Internship** – A period of time, usually between 4 – 12 weeks, where a student will undertake paid work experience.

**Placement** – A period of time, usually up to one year, where a student will undertake paid work experience as part of their programme of study.

**Reasonable adjustments** – Changes made to assessment and/or learning arrangements to support students with approved reasonable adjustments claims.

**UCAS** – Universities and Colleges Admissions Services is a UK-based organisation whose main role is to operate the application process for British universities.

**Unconditional firm place** – Students holding an unconditional firm place do not have any offer conditions to meet for undergraduate studies.